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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

**MARK BEESLEY**, an individual,  
  
Plaintiff,

v.

**THEODORE L. HANSEN**, an individual,  
  
Defendant.

**DECLARATION OF MARK BEESLEY**

Case No.  
2:17-cv-00889-JNP-DBP

Honorable Jill N.  
Parrish

I, Mark Beesley, declare as follows:

1. I am over the age of eighteen years and am competent to testify in this matter if called. The facts set forth below are based on my personal knowledge.
2. I entered an agreement dated May 6, 2016 between Mark Beesley and Theodore L. Hansen ("Agreement") and a true and correct copy of the Agreement is attached to this Declaration as Exhibit 1.
3. My obligations under the Agreement included loaning money to Theodore L. Hansen ("Hansen"), allowing Hansen to use my American Express credit card for

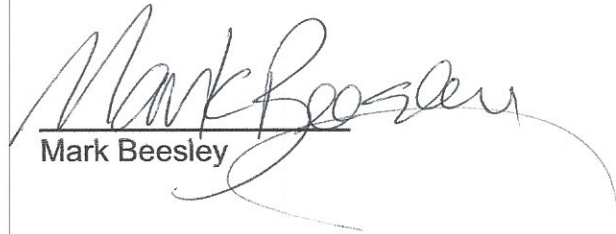
goods and services for the benefit of Hansen and I provided consulting services to Hansen.

4. At the time the Agreement was executed on May 6, 2016, I had fully performed all of my obligations under the Agreement.

5. Interest was to accrue on the amounts owed by Hansen to me under the Agreement as 1% per month compounded monthly.

Pursuant to UTAH CODE ANN. § 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

**DATED** this 15th day of November, 2018.

  
Mark Beesley

## AGREEMENT

This is an Agreement ("Agreement") by and between Mark Beesley, a resident of Wilmington, North Carolina ("Mark") and Ted Hansen, a resident of Highland, UT ("Ted"). The Agreement acknowledges agreements and transactions between the parties beginning January 2, 2013.

In consideration of the mutual promises herein contained and other good and valuable consideration between the parties, the receipt of which is hereby acknowledged, the parties acknowledge and agree as follows:

1. Ted owns an interest in, operates, manages or controls a variety of businesses and other entities and ventures. Ted and such businesses and other entities and ventures are collectively referred to herein as "Ted".
2. Ted has borrowed money from Mark, paid for goods and services using Mark's American Express and other credit cards and has used Mark's consulting services for Ted's benefit.
3. The parties agreed that Mark would be paid fees for use of his credit cards and for his consulting services and would be paid an interest rate for money borrowed from Mark or credit used and not immediately repaid by Ted. The parties recorded transactions between them on an Excel spreadsheet ("Spreadsheet"). A current copy of the Spreadsheet is attached as Exhibit A. The parties acknowledge that the fees and interest rates and sums due to Mark recorded on the Spreadsheet are accurate.
4. Interest will continue to accrue on outstanding sums due recorded on the Spreadsheet.
5. Ted will pay or repay:
  - a. First, consulting fees;
  - b. Second, principal borrowed;
  - c. Third, interest and fees.
6. Ted agrees he will not deduct interest or fees paid to Mark as a business expense until consulting fees and principal are paid or repaid in full.
7. Sums due Mark as recorded on the Spreadsheet are due on demand unless there is a written agreement signed by both parties identifying an alternate due date.
8. Mark reserves the right to seek repayment of money due from Ted or directly from the businesses or entities that received money from Mark or charged expenses to Mark's credit cards.

AGREED:

Mark Beesley

DocuSigned by:  
X: Mark Beesley  
4EB397F0B25842C...

Date: 5/6/2016

Ted Hansen

DocuSigned by:  
X: Ted Hansen  
16D758D733CE4DE...

Date: 5/6/2016

DECL. EXHIBIT 1

Date	Notes	Interest	Loaned	Amount Due	Paid	NSF and Fees	Running Total Due
4/15/13	Reduced per 4/15 agreement		43,000	50,000			50,000
4/29/13					(15,000)		35,000
5/6/13	non-MKB deposit				(5,000)		30,000
5/14/13	non-MKB deposit				(10,000)		20,000
5/31/13	Beesley/Ormand unpaid fee per 4/15 agreement		30,000	30,000			50,000
7/16/13	Junction Mkt 1 2457				(5,000)		45,000
7/19/13	Junction Mkt 1 2457					5,000	50,000
7/24/13	AmEx - 7/24		19,161	22,000			72,000
8/5/13	Estrella #2547, multiple MKB deposits on slip				(5,000)		67,000
8/8/13	Estrella #2547					5,000	72,000
8/23/13	AmEx - 8/23		26,630	28,760			100,760
8/22/13	Beesley/Ormand payment to Jacobsen Firm, Inv. EST		2,150	2,150			102,910
9/2/13	HFT				(28,000)		74,910
9/5/13	HFT					28,000	102,910
9/6/13	Cert. Ck. HFT				(20,000)		82,910
9/9/13	AmEx - 9/24		2,937	3,172			86,082
9/12/13	Rogan Taylor, payoff RT AmEx, guaranty by HFT (\$70k) and Cove (\$145k; \$42k repayment due 9/20		40,000	42,000			128,082
9/12/13	Ted Hansen, payoff RT AmEx, guaranty by HFT 9\$70k) and Cove (\$145k; \$11k repayment due 9/20		10,000	11,000			139,082
9/20/13	Multiserve Ins. - Tres Palms insurance payment. Repayment due 9/24.		15,000	15,000			154,082
9/30/13	Interest (per annum)	15%		1,926			156,008
10/1/13	Beesley/Ormand consulting fee through 3/31/14		90,000	90,000			246,008
10/4/13	Deposit				(15,000)		231,008
10/8/13	Deposit				(7,000)		224,008
10/8/13	Deposit				(53,000)		171,008
10/9/13	NSF 10/4/13 deposit					15,000	186,008
10/10/13	Ted Hansen certified Wells Fargo (replacement)				(53,000)		133,008
10/11/13	NSF 10/8/13 deposit					53,000	186,008
10/11/13	Robert Conte on behalf of Ted Hansen/Estrella		100,000	100,000			286,008

EXHIBIT A - SPREADSHEET

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Date	Notes	Interest	Loaned	Amount Due	Paid	NSF and Fees	Running Total Due
10/16/13	Deposit, TH from Wells Fargo account per TH				(130,000)		156,008
10/24/13	Estrella Group or Dave Turner. Estrella or Ted Hansen to repay \$105,000 by 10/29; Ted/Estrella will also reduce outstanding debt by an additional \$20,000 by 10/29.		100,000	105,000			261,008
10/28/13	AmEx charges through 10/23 (\$20k limit per agreement)		29,150	31,482			292,490
11/4/13	Deposit				(105,000)		187,490
11/5/13	Interest (per annum)	15%		2,344			189,833
11/6/13	Estrella Group				(50,000)		139,833
11/9/13	Estrella Group (Cove); sold 2006 GMC Yukon, Blue Book value = \$9,907		9,480	9,480			149,313
11/12/13	Estrella or Dave Turner, Dodge Street LLC		50,000	50,000			199,313
11/12/13	Junction Market or Dave Turner, Cedar Fort		15,000	15,000			214,313
11/18/13	Deposit				(65,000)		149,313
11/25/13	Amex Charges 10/24 - 11/22		89,387	96,537			245,851
12/4/13	AmEx payment				(33,000)		212,851
12/5/13	Interest (per annum)	15%		2,661			215,512
12/16/13	Sanford closing fee				(21,049)		194,463
12/26/13	Amex Charges 11/23 - 12/23		23,597	25,485			219,948
12/30/13	Branden Hansen, Junction Mkt XII, working capital, gas		40,000	44,000			263,948
1/5/14	Interest (per annum)	15%		3,299			267,247
1/10/14	Deposit				(10,000)		257,247
1/16/14	Deposit				(20,000)		237,247
1/21/14	Return					20,000	257,247
1/21/14	NSF bank fee					10	257,257
1/24/14	Amex Charges 12/24 - 1/24		49,203	53,140			310,397
2/5/14	Interest (per annum)	15%		3,880			314,277
2/7/14	Payment				(50,000)		264,277
3/3/14	Interest (per annum)	15%		3,303			267,580
3/3/14	Beesley/Ormand consulting fee 4/1 - 9/30/14		90,000	90,000			357,580
3/4/14	Cashiers Check				(30,000)		327,580
3/11/14	Cashiers Check				(100,000)		227,580

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Date	Notes	Interest	Loaned	Amount Due	Paid	NSF and Fees	Running Total Due
3/3/14	Amex Charges 2/20 - 3/22		198,089	213,936			441,516
3/13/14	Cashiers Check				(60,000)		381,516
3/19/14	Cashiers Check				(30,000)		351,516
3/21/14	Cashiers Check				(100,000)		251,516
4/2/14	Wells direct deposit				(150,000)		101,516
4/3/14	Interest (per annum)	15%		1,269			102,785
4/14/14	Dave Turner, Estrella deposit - Zions				(50,000)		52,785
4/17/14	Return - Zions					50,000	102,785
4/17/14	Return fee - Zions					10	102,795
4/17/14	Wire - Zions				(50,000)		52,795
4/17/14	Wire fee - Zions					15	52,810
4/24/14	Amex Charges 3/23 - 4/22		350,855	378,923			431,733
4/29/14	Ted Deposit Wells				(20,000)		411,733
5/1/14	Ted Deposit Wells				(80,000)		331,733
5/1/14	Interest (per annum)	15%		4,147			335,880
5/22/14	Junction Mrkt Wire - Zions				(25,000)		310,880
5/22/14	Wire fee - Zions					15	310,895
5/23/14	Amex Charges 4/22-5/23		134,313	145,058			455,953
5/27/14	Deposit, Heathrow Hldgs - Wells				(25,000)		430,953
5/28/14	Deposit, BOW Cashier's - Wells				(25,000)		405,953
5/29/14	Return, Heathrow - Wells					25,000	430,953
5/29/14	Return fee					12	430,965
6/1/14	Interest (per annum)	15%		5,387			436,352
6/3/14	Conte wire - Wells				(250,000)		186,352
6/3/14	Wire fee - Wells					15	186,367
6/3/14	Sid withdrawl - Wells		12,309	12,509			198,876
6/5/14	Boat - Zions deposit		9,000	9,000	(9,000)		198,876
6/23/14	Amex Charges 5/24 - 6/23		210,050	226,854			425,730
7/1/14	Interest	1%		4,257			429,987
7/3/14	Wire in Conte - Wells				(160,000)		269,987
7/23/14	Deposit - Zions				(50,000)		219,987
7/24/14	Amex Charges 6/24 - 7/24		42,649	46,061			266,048
8/1/14	Interest	1%		2,660			268,709
8/6/14	Deposit - Zions				(50,000)		218,709
8/12/14	Deposit - Zions				(40,000)		178,709
8/24/14	Amex Charges 7/24 - 8/24		161,060	173,945			352,653
8/28/14	Deposit - Wells (wire from Bank of the West)				(150,000)		202,653
8/28/14	Wells wire fee					15	202,668
9/1/14	Interest	1%		2,027			204,695

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Date	Notes	Interest	Loaned	Amount Due	Paid	NSF and Fees	Running Total Due
9/2/14	DEPOSIT - Wells, #733167160				(50,000)		154,695
9/3/14	DEPOSIT - Wells, #733167166				(20,000)		134,695
9/24/14	Amex Charges 8/24 - 9/24		145,483	157,122			291,817
10/1/14	Interest	1%		1,347			293,164
10/6/14	Deposit - Zions				(30,000)		263,164
10/7/14	Deposit - Zions				(80,000)		183,164
10/9/14	Return - Zions					30,000	213,164
10/9/14	Fee - Zions					10	213,174
10/10/14	Fee - Zions					15	213,189
10/10/14	Return - Zions					80,000	293,189
10/10/14	Fee - Zions					15	293,204
10/10/14	Deposit - Wells				(46,000)		247,204
10/24/14	Deposit - Wells				(10,000)		237,204
10/31/14	Deposit - Wells				(6,000)		231,204
11/1/14	Interest	1%		2,372			233,576
11/1/14	Amex Charges 9/24 - 10/24		18,674	20,168			253,744
11/3/14	Deposit - Zions				(10,000)		243,744
12/1/14	Interest	1%		2,437			246,181
12/1/14	Amex Charges 10/24 - 11/24			(6,591)			239,590
12/2/14	Deposit - Zions				(5,000)		234,590
12/10/14	Deposit - Zions				(30,000)		204,590
12/12/14	Return - Zions					30,000	234,590
12/12/14	Fee - Zions					10	234,600
1/1/15	Amex Charges 11/24 - 12/24		99,995	107,995			342,595
1/1/15	Interest	1%		2,346			344,941
1/22/15	Deposit - Zions				(5,000)		339,941
1/28/15	Deposit - Zions, Junction Market				(15,000)		324,941
2/2/15	Return - Zions, Junction Market					15,000	339,941
2/2/15	Zions - Return Fee					10	339,951
2/2/15	Amex Charges 12/24 -1/24		1,459	1,576			341,527
2/2/15	Interest	1%		3,415			344,942
2/4/15	Deposit - Zions, Junction Market				(15,000)		329,942
2/6/15	Return - Zions, Junction Market					15,000	344,942
2/6/15	Zions - Return Fee					10	344,952
3/1/15	Amex Charges 1/24 -2/24		477	515			345,467
3/1/15	Interest	1%		3,455			348,922
4/1/15	Amex Charges 2/24 -3/24		950	1,026			349,948
4/1/15	Interest	1%		3,499			353,447

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Date	Notes	Interest	Loaned	Amount Due	Paid	NSF and Fees	Running Total Due
4/20/15	Deposit - Wells				(20,000)		333,447
4/22/15	Return					20,000	353,447
4/22/15	Return fee - Wells					12	353,459
4/22/15	Deposit - Wells				(16,000)		337,459
4/24/15	Amex Charges 3/24 -4/24		471	508			337,968
5/1/15	Interest	1%		3,380			341,347
5/24/15	Amex Charges 4/24 -5/24		465	503			341,850
6/1/15	Interest	1%		3,418			345,268
7/1/15	Interest	1%		3,453			348,721
7/9/15	Deposit - Wells				(5,000)		343,721
7/13/15	Deposit - Wells				(5,000)		338,721
7/23/15	Deposit - Wells				(10,000)		328,721
8/1/15	Interest	1%		3,287			332,008
8/5/15	Deposit - Wells, Low Cost Rentals, call from Brandon				(15,000)		317,008
8/3/15	Amex Charges 7/21 -		42,058	44,161			361,170
9/1/15	Interest	1%		3,611.70			364,781
9/16/15	Deposit - Wells, Cove Property Holdings				(8,000)		356,781
9/18/15	Deposit - Wells, Junction Market V				(16,000)		340,781
9/21/15	Return					16,000	356,781
9/21/15	Return fee - Wells					12	356,793
10/1/15	Interest	1%		3,567.93			360,361
10/8/15	Deposit - Wells, Low Cost Rentals				(7,000)		353,361
10/14/15	Deposit - Wells, Superior Foods, payroll				(4,000)		349,361
10/16/15	Return					4,000	353,361
10/16/15	Return fee - Wells					12	353,373
11/1/15	Interest	1%		3,533.73			356,907
11/13/15	Deposit - Wells, Cove Property Holdings LLC Payroll Account				(4,000)		352,907
11/17/15	Return					4,000	356,907
11/17/15	Return fee - Wells					12	356,919
12/1/15	Interest	1%		3,569.19			360,488
12/11/15	Deposit - Wells				(4,000)		356,488
12/29/15	Deposit - Wells, Heathrow Holdings				(2,000)		354,488
12/30/15	Return					2,000	356,488
12/30/15	Return fee - Wells					12	356,500
1/1/16	Interest	1%		3,565.00			360,065
2/1/16	Interest	1%		3,600.65			363,666
3/1/16	Interest	1%		3,636.66			367,303
4/1/16	Interest	1%		3,673.03			370,976
<b>TOTALS</b>			2,303,052	2,545,802	(2,592,049)	417,222	370,976

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